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BK 536 PG 614
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Document prepared by: Howard M. Richard Suite 1900 525 West Monroe Street Chicago, IL 60661 Phone: 312-902-5219

SPECIAL WARRANTY DEED

SHERIDAN-TOUHY PROPERTIES, an Illinois general partnership having offices at 2055 Painters Lake Road, Highland Park Illinois 60035 ("Grantor"), for the sum of Ten Dollars (\$10.00) and other good an valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants specially to OLIVE BRANCH ACQUISITIONS LLC, a Delaware limited liability company, whose tax mailing address is 6035 Parkland Boulevard, Cleveland, Ohio 44124 ("Grantee"), the real property described on Exhibit A attached hereto, made a part hereof, and consisting of one (1) page.

Subject to: zoning resolutions and ordinances; taxes and installments of assessments due and payable after delivery hereof; and those matters set forth on Exhibit B attached hereto and made a part hereof. Subject to the foregoing, Grantor covenants with Grantee that the granted premises are free from all encumbrances made by Grantor and that Grantor does warrant and defend the same to Grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Don Lacy

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BK 536 PG 615

duly authorized officers as of the 27t day of	r has caused this instrument to be executed by its July, 2006.
Signed and acknowledged in the presence of:	SHERIDAN-TOUHY PROPERTIES, an Illinois general partnership By: fully flater flater Name: Sidney Shalowitz Title: Partner
STATE OF ILLINOIS) SS: COUNTY OF COOK Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of July, 2006, within my jurisdiction, the within named SIDNEY SHALOWITZ, who acknowledges that he is a general partner of Sheridan-Touhy Properties, an Illinois general partnership, and that for and on behalf of the said partnership, and as its act and deed he has executed the above and foregoing instrument, after first having been duly authorized by partnership to do so.	
My commission expires: 4/18/2008 Indexing Instructions: 10.479 acres located in Southeast Quarter of Southeast County, Mississippi	OFFICIAL SEAL" Margaret A. Oleskiewicz Notary Public, State of Illinois My Commission Expires April 12, 2008 ection 23, Township 1 South, Range 6 West, in

Addresses and Phone Numbers.:

Grantor: Sheridan Touhy Properties, c/o Sidney Shalowitz, 2055 Painters Lake Rd., Highland Park, IL 60035, Phone 847-579-8811

<u>Grantee</u>: Parker Hannifin Corporation, 6035 Parkland Boulevard, Cleveland, OH 44124, Phone 216-896-2285

After Recording return to Grantee.

Being the City of Olive Branch Property as recorded in Book 171, page 407 and leased to Shannon Properties, Inc., as recorded in Lease Book 52, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi, and situated on the West side of Hacks Cross Road in the Southeast Quarter of Section 23, Township 1 South, Range 6 West, in DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at a point, said point being the Southeast corner of Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being the intersection of the centerline of Hacks Cross Road and DeSoto Road; Thence N 89° 44' 15" W along the centerline of DeSoto Road and also being the South line of Section 23, a distance of 40.00 feet to a point, said point being the West line of Hacks Cross Road; thence N 0° 18' 19" E along the West line of Hacks Cross Road a distance of 641.78 feet to the POINT OF BEGINNING, said point being the Northeast corner of the Metro Investment Company property as recorded in Book 167, Page 630 at said Clerk's office; thence N 89° 28' 28" W along the North line of said Metro Investment Company property a called and measured distance of 913.00 feet to a point; thence N 0° 18' 19" E along the East line of the Metro investment Company property a called and measured distance of 500.00 feet to a point, said point being the Southwest corner of a 80 foot wide nonexclusive easement as recorded in Book 171, page 407 and under Lease Book 52, Page 9 at said Clerk's office; thence S 89° 28' 28" E along the South line of the said Non-exclusive Easement, a called and measured distance of 913.00 feet to a point, said point being the West line of Hacks Cross Road; thence S 0° 18' 19" W along the West line of Hacks Cross Road, a called and measured distance of 500.00 feet to the POINT OF BEGINNING and containing 456,485 square feet or 10.479 acres.

AND ALSO, that certain non-exclusive perpetual easement for ingress and egress, 80' in width, along the North side of the above described parcel of land being more particularly described as follows:

A non exclusive easement for driveway access purposes situated in Section 23, Township 1 South, Range 6 West, being more particularly described as BEGINNING at the Southeast corner of Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being at the intersection of the centerline of Hacks Cross Road and DeSoto Road; thence run North 89° 44' 21." West along the south line of Section 23, a distance of 40.0 feet to a point in the West line of Hacks Cross Road; thence run North 0° 19' East along the west line of Hacks Cross Road (parallel to East line of Section 23) a distance of 1141.78 feet to a point, said point being the true POINT OF BEGINNING for the herein described easement; thence run North 89° 27' 50" west 913 feet to a point; thence run North 0° 19' East 80 feet to a point, said point being the southwest corner of the Michelin Tire Company 12.055 acre tract, a distance of 913.0 feet to a point in the West line of Hacks Cross Road (40 feet from centerline and section line); thence run South 0° 19' West along said West line of Hacks Cross Road 80 feet to POINT OF BEGINNING.

EXHIBIT B TO DEED TITLE EXCEPTIONS

- 1. Unrecorded Royalty interests of third parties, if any, in and to oil, gas and other minerals in, on and under the subject property; provided that the Deed from Seller to Buyer at Closing will not contain this exception in the event that Title Company eliminates the same as an exception in the Title Report or provides affirmative coverage to Buyer against any loss or damage arising therefrom.
- 2. Rights of third parties to non-exclusive easement, Book 171, page 407.
- 3. Unrecorded easements and overhead electric lines as shown on the Survey.
- 4. Encroachment of headwall in the northeast corner of the property, provided that title company issues encroachment endorsement over said encroachment insuring against damage sustained by court order denying right to maintain the same.
- 5. Permanent Construction Easements to DeSoto County, MS at: (a) Book 367, Page 640 and (b) Book 367, Page 643.
- 6. Non-disturbance Agreement between Principal Mutual Life Insurance Company and Dana Corporation, Book 620, Page 643.
- 7. Standard exceptions in printed form of title insurance policy